



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement for Harney Lane Grade Separation Design Project with Mark Thomas & Company, of Sacramento (\$1,529,473) and Appropriating Funds (\$1,630,737)

**MEETING DATE:** October 5, 2011

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute professional services agreement for Harney Lane grade separation design project with Mark Thomas & Company, of Sacramento, in the amount of \$1,529,473 and appropriating funds in the amount of \$1,630,737.

**BACKGROUND INFORMATION:** On March 17, 2010, City Council approved a professional services agreement with Mark Thomas & Company to prepare a feasibility study for a grade separation at Harney Lane and the Union Pacific Railroad (UPRR) tracks, approximately three-quarters of a mile west of Highway 99, as shown in Exhibit A. Construction of a new grade separated crossing over a rail line will require concurrence from UPRR and approval by the California Public Utilities Commission under General Order **88B**. A four-lane at-grade rail crossing would likely not be permitted by the Public Utilities Commission.

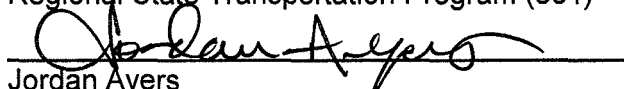
As a separate item on the agenda, staff will present a Specific Plan for Harney Lane, which will describe the plans for the change to a four-lane divided expressway.

A Request for Proposal (RFP) for the Harney Lane grade separation design project was sent to five consulting firms and proposals were received from AECOM Technical Services, Inc.; Dokken Engineering; Jacobs Engineering Group; and Mark Thomas & Company. The review committee ranked the Mark Thomas & Company proposal the highest on the basis of recent relevant experience, team qualifications, references, and project understanding.

The proposal received from Mark Thomas & Company is fully compliant with the RFP. Staff recommends Council adopt a resolution authorizing City Manager to execute the professional services agreement for the Harney Lane grade separation design project with Mark Thomas & Company in the amount of \$1,529,473 and appropriating funds in the amount of \$1,630,737 to cover contingencies. The agreement, scope of work and fee estimate are provided in Exhibit B.

**FISCAL IMPACT:** Not applicable.

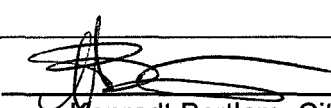
**FUNDING AVAILABLE:** Requested Appropriation:  
Regional State Transportation Program (331) \$1,630,737

  
Jordan Ayers  
Deputy City Manager/Internal Services Director

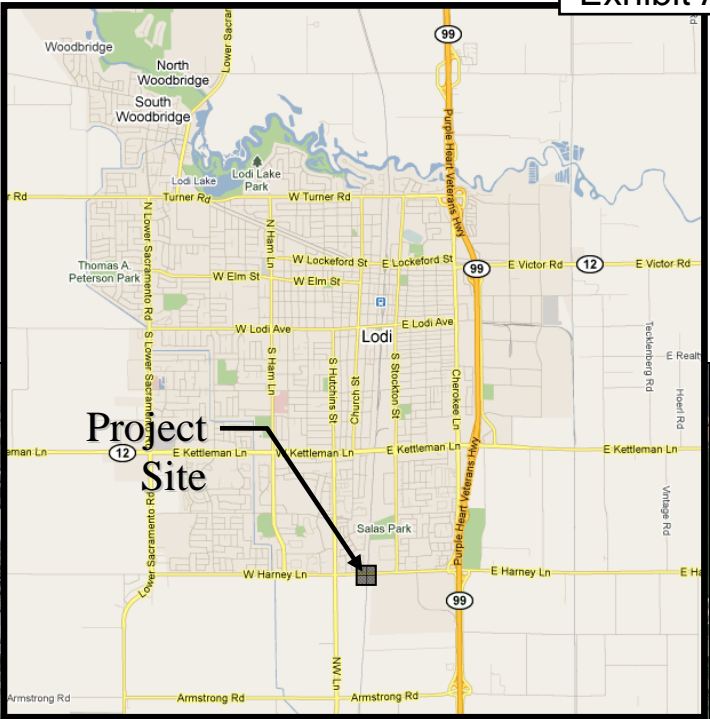
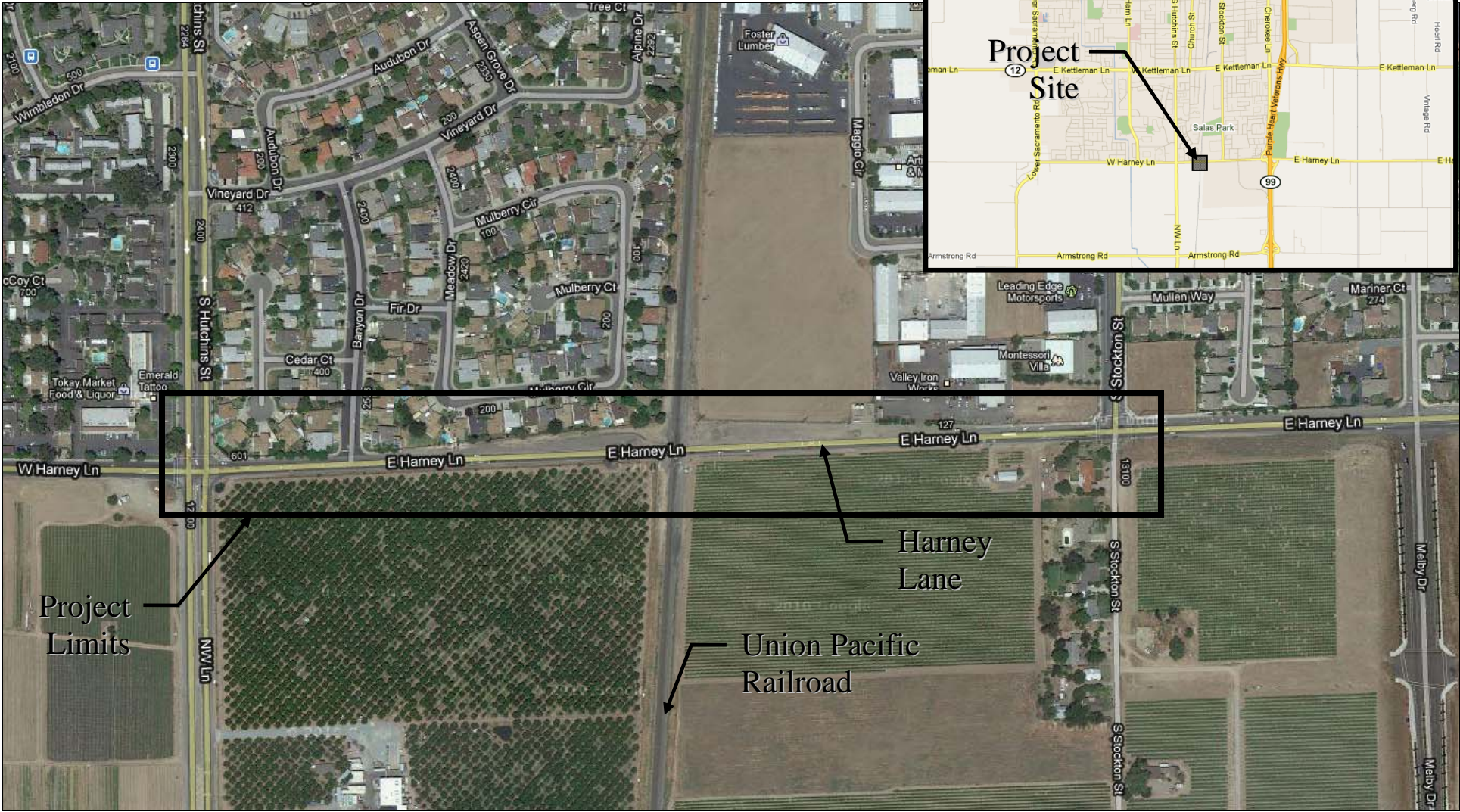
  
F. Wally Sadelin  
Public Works Director

Prepared by Chris Boyer, Junior Engineer  
Attachments

APPROVED:

  
Konrad Bartlam, City Manager

Harney Lane Grade Separation – Vicinity Map



## AGREEMENT FOR PROFESSIONAL SERVICES

### ARTICLE I PARTIES AND PURPOSE

#### **Section 1.1 Parties**

THIS AGREEMENT is entered into on \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and MARK THOMAS & COMPANY, INC. (hereinafter "CONTRACTOR").

#### **Section 1.2 Purpose**

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for HARNEY LANE GRADE SEPARATION DESIGN PROJECT (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

### ARTICLE 2 SCOPE OF SERVICES

#### **Section 2.1 Scope of Services**

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

#### **Section 2.2 Time For Commencement and Completion of Work**

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

### **Section 2.3 Meetings**

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

### **Section 2.4 Staffing**

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

### **Section 2.5 Subcontracts**

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

### **Section 2.6 Term**

The term of this Agreement commences on October 13, 2011 and terminates upon the completion of the Scope of Services or on December 6, 2013, whichever occurs first.

## **ARTICLE 3 COMPENSATION**

### **Section 3.1 Compensation**

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

**Section 3.2 Method of Payment**

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

**Section 3.3 Costs**

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

**Section 3.4 Auditing**

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

**ARTICLE 4**  
**MISCELLANEOUS PROVISIONS**

**Section 4.1 Nondiscrimination**

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.



#### **Section 4.2 ADA Compliance**

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

#### **Section 4.3 Indemnification and Responsibility for Damage**

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence of the City of Lodi or its officers or agents.

#### **Section 4.4 No Personal Liability**

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

#### **Section 4.5 Responsibility of CITY**

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

#### **Section 4.6 Insurance Requirements for CONTRACTOR**

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

#### **Section 4.7 Successors and Assigns**

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY

#### **Section 4.8 Notices**

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight

delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi  
221 West Pine Street  
P.O. Box 3006  
Lodi, CA 95241-1910  
Attn: Wally Sandelin

To CONTRACTOR: Mark Thomas & Company, Inc.  
Robert Himes, Principal/Vice President  
7300 Folsom Blvd., Ste. 203  
Sacramento, CA 95826

#### **Section 4.9 Cooperation of CITY**

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

#### **Section 4.10 CONTRACTOR is Not an Employee of CITY**

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

#### **Section 4.11 Termination**

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

#### **Section 4.12 Confidentiality**

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by

CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

**Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees**

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

**Section 4.14 City Business License Requirement**

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

**Section 4.15 Captions**

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

**Section 4.16 Integration and Modification**

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

**Section 4.17 Contract Terms Prevail**

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.



**Section 4.18 Severability**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**Section 4.19 Ownership of Documents**

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

**Section 4.20 Authority**

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation


ATTEST:

By \_\_\_\_\_  
RANDI JOHL  
City Clerk

By \_\_\_\_\_  
KONRADT BARTLAM  
City Manager

APPROVED AS TO FORM:  
D. STEPHEN SCHWABAUER, City Attorney

MARK THOMAS & COMPANY

By \_\_\_\_\_  
JANICE D. MAGDICH  
Deputy City Attorney 

By \_\_\_\_\_  
Robert A. Himes  
Its: Principal/Vice President

**Attachments :**

**Exhibit A – Scope of Services**

**Exhibit B – Fee Proposal**

**Exhibit C – Insurance Requirements**



## EXHIBIT A

### **Phase I. Preliminary Engineering & Environmental Review**

#### **Task 1. Project Management**

##### **1.1: Project Development Team (PDT) Meetings**

There will be a "Project Development Team" created for this project, which will include representation from the design team, City staff, and subconsultants or agency representatives as appropriate. We will begin with a project Kick-Off Meeting to ensure mutual understanding of the intended purposes, objectives, milestones and deliverables of the project. Thereafter, meetings will generally be held monthly or centered on key project milestones. MTCO will take the lead in conducting the meetings including preparation and distribution of the meeting agenda, invitation of meeting participants, and preparation and distribution of meeting minutes, including a summary of action items to be addressed prior to the next meeting, and all materials distributed/discussed at the meeting. This scope assumes a total of 18 PDT meetings.

##### **1.2: Client/Subconsultant Project Management**

MTCO will perform ongoing general project coordination with the client and subconsultants including maintaining project files, holding focused design coordination meetings, and preparing correspondence, e-mail, and phone calls necessary to manage the project, maintain project budget, and ensure on-schedule submission of project deliverables.

##### **1.3: Agency Coordination**

MTCO will perform ongoing general project coordination with Caltrans (for environmental and funding authorizations), Union Pacific Railroad (UPRR), and the California Public Utilities Commission (CPUC) including holding design review meetings, CPUC field review meetings, and preparing checklists, applications, and submittals consistent with Caltrans, CPUC, UPRR guidelines.

##### **1.4: Funding Support**

MTCO will prepare the Section 190 Nomination application. The following is a list of the application elements and the primary responsibility for providing this information:

- Average Daily Vehicle Volumes – City to provide vehicle traffic information to MTCO. MTCO to research and provide passenger and school bus information.
- Average Daily Train Volumes – MTCO to research and provide.
- Cost – MTCO to provide latest estimate from Harney Lane UPRR Grade Separation Project.
- Accident History Data – MTCO to research and provide.
- Blocking Delay and Speed Limits – MTCO to research and provide.
- Crossing Geometrics – MTCO to describe.

- o Attachments – MTCO to provide location map, pictures of existing crossing and Community Impact Evaluation.

MTCO will compile the elements listed above into the application format specified by the CPUC. Additionally, MTCO will provide the City with support to answer questions posed by the CPUC or CTC after the submission of the Section 190 application.

#### **1.5: Prepare/Update Project Schedules**

At the project Kick-Off meeting MTCO will distribute a master Critical Path Method (CPM) schedule as a draft for review by the PDT. The draft CPM schedule will then be updated with input and comments received from the PDT. The CPM schedule (created in Microsoft Project) will be updated monthly and submitted with each invoice.

#### **1.6: Monthly Progress Reports**

MTCO will prepare monthly status spreadsheets with each of the invoices submitted for payment. The spreadsheet will show the original budget, reallocated budget, amount spent to-date, amount spent this period, and percentage spent to-date for each task.

Accompanying the spreadsheet will be a written summary detailing the work performed to date as well as the work performed during the month being reported on. Additionally, the monthly report will discuss key decisions required for project delivery, outstanding issues that may affect project schedule and budget, as well as recommendations to address these issues. This scope assumes a total of 18 monthly progress reports.

#### **1.7: Quality Assurance/Quality Control**

MTCO will employ our comprehensive QC/QA checklists and perform an independent review of each submittal in parallel with the agency review. Matt Brogan from MTCO will be assigned as Quality Control Manager for this project. As such, he will be responsible for internal and external quality control measures (i.e. verifying sound design practices internally, and verifying that the subconsultants are using most recent information).

### **Task 2. Data Collection**

#### **2.1: Basemapping**

Baumbach & Piazza will utilize the existing aerial topographic survey information gathered with the Specific Plan effort and supplement it with detailed ground shots. In particular, the base mapping will:

- Provide sufficient permanent survey control to provide construction staking for the proposed project.
- Provide supplemental topographic survey information for proposed site, including existing at-grade intersections. Topography to extend 1,000 feet east and west of railroad, as well as the top of rail 1000' north and south from Harney Lane.
- Research and coordinate with utility companies locations of existing utilities.
- Retrace and identify existing right-of-way along project corridor.

- Base mapping will be developed electronically and provided to the City in AutoCAD format.
- Topographic base mapping shall show existing grades with accuracy within 0.05 feet. Horizontal and vertical control for topographic maps shall be tied to City of Lodi CPS Control Network (37 RS 40). Vertical control will be tied to the San Joaquin County benchmark system.
- Prepare plats and legal descriptions of parcels requiring right-of-way acquisition (assume 7 parcels)
- Provide “show me” stakes for property owners during the right-of-way acquisition process.

## 2.2: **Geotechnical Investigation**

Neal O. Anderson & Associates (NAA) will drill (2) borings to a depth of 120 feet at the abutments and perform (2) CPT pushes to 120 feet. Continuous seismic refraction will be performed by between each of the abutments to provide a cross section of the grade separation. For the embankments, (2) borings extending to a depth of 10 feet, 20 feet, 50 feet, and 80 feet will be performed. A pavement evaluation will be provided at Harney Lane just on either side of each approach, (4) borings will be extended to a depth of 5 feet. All boring locations will be identified by the project team, coordinated with all parties and ultimately cleared by USA and UPRR. UPRR and San Joaquin County permits will be obtained prior to drilling. All soil samples obtained from the field investigation will be taken to the NAA laboratory in Lodi for testing. Laboratory tests will include unit weights, moisture contents, proctor testing on borrow samples, at least one R-value test on a composite sample of the subgrade, and at least two corrosivity evaluations of the soil for buried metal and concrete design. The ultimate laboratory testing program will be identified once a geotechnical engineer has reviewed the boring logs and verified classifications made in the field.

Base line environmental sampling along the proposed alignment will be performed. The sampling will include (12) hand auger borings to a depth of 2 to 5 feet. Soil samples will be obtained and taken to an analytical chemist for testing. Testing will include CAM 17, TPHdi/mo, TPHg/BTEX/MTBE, soluble lead and asbestos. Based on the testing we will provide a work plan, health and safety plan, draft geotechnical report, and final geotechnical report.

## **Task 3. Preliminary Engineering**

### **3.1: Alternatives Analysis/Consensus Building**

MTCO will review the Harney Lane/Union Pacific Railroad Grade Separation Feasibility Study (June 2010) and verify it's applicability with current field conditions as well as it's consistency with the recently updated Harney Lane Specific Plan. From this review, MTCO will further develop up to six (6) alternatives for the City's review. This will include providing preliminary cost estimates, preliminary right-of-way impacts (including preliminary damage estimates for loss of access) and construction considerations such as two stage construction or closing Harney Lane during construction.

This information will be compiled into a user friendly format and used in a presentation to the City Council for their consideration of the options.

### **3.2: Geometric Approval Drawings**

Upon selection, by the City, of the proposed alternative, MTCO will prepare Geometric Approval Drawings of the selected alternative. The GAD will show the general layout of the proposed improvements, and impacts to adjacent properties as well as existing utilities.

### **3.3: Structures General Plan**

MTCO will prepare a General Plan for the proposed structure. This will represent the 30% level design of the proposed structure. The intent of this submittal is to get approval on the structure from the City and UPRR before moving into final PS&E.

### **3.4: Traffic Analysis**

Dowling Associates will prepare a traffic report for the project that is consistent with the Caltrans *Guide for the Preparation of Traffic Impact Studies* (December, 2002).

Dowling Associates will analyze the operations implications of up to three construction phase plans including intersection LOS, 95<sup>th</sup> percentile queues and the City of Lodi's ADT thresholds. Dowling Associates will summarize the findings, analysis and recommendations in a draft report for review.

Dowling will document the approach, methodology and assumptions of the analysis and summarize the findings, analysis and recommendations in a draft report for review. After receiving one consolidated set of comments from Mark Thomas & Company and City of Lodi and any other affected agency on the draft report, a final report will be produced that will address the comments.

### **3.5: Drainage Analysis**

West Yost will perform a drainage study to define existing drainage conditions at the site, determine potential project impacts and constraints, and to size the proposed drainage facilities for the project.

## **Task 4. Environmental Document**

As discussed in the Project Understanding, from LSA's preliminary assessment of the project, it appears that a CEQA Statutory Exemption and NEPA Categorical Exclusion are the appropriate levels of environmental documentation. If the technical studies indicate there is a significant impact, it is possible that a Mitigated Negative Declaration (MND) may be required for this project.

### **4.1: Prepare Preliminary Environmental Study**

LSA will draft the PES in accordance with the Caltrans Local Assistance Procedures Manual (Environmental Procedures) for federally funded projects. A field review meeting is also included in this task.

### **4.2: Technical Studies: Biology**

LSA will evaluate the biological resources present in the project area and determine project effects to those resources. Based on a preliminary review using aerial photography, sensitive biological resources potentially occurring in the project area include (but are not limited to) western burrowing owl and Swainson's hawk foraging habitat.

LSA proposes to conduct a Natural Environmental Study (NES) report to document biological resources in the project area and evaluate potential project effects to biological resources.

Since jurisdictional waters are not expected to be present in the project area, Regulatory Permitting tasks have not been included.

#### 4.3: Technical Studies: Cultural Resources

LSA will conduct cultural resource studies that are needed for the City and Caltrans to address requirements of Section 106 of the National Historic Preservation Act, the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA).

#### 4.4: Farmland Impact Assessment Report:

Potential impacts to agricultural resources in the project area will be included in a Farmland Impact Assessment Report.

#### 4.5: Visual Resources (Aesthetics) Memorandum:

A Visual Impact Assessment Memorandum will be prepared which evaluates the aesthetic compatibility of the proposed project with the surrounding area.

#### 4.6: Air Quality Study

An Air Quality Assessment consistent with Caltrans' transportation project level CO protocol, EPA's Fugitive Dust Conformity Rule, FHWA's mobile source air toxics (MSAT) guidance, and the San Joaquin Valley Air Pollution Control District (SJVAPCD) Guide for assessing and Mitigating Air Quality Impacts will be prepared. In this study current air quality management efforts that may be related to the proposed project will be summarized.

#### 4.7: Noise Study

A Noise Study Report will be prepared in accordance with Caltrans SER Volume 1 Chapter 12 as well as the most recent version of Caltrans Traffic Noise Analysis Protocol (May 2011) and NEPA guidelines to assess the potential effects of the proposed project on existing and future noise conditions. Applicable Caltrans, San Joaquin County, and City of Lodi noise and land use compatibility criteria for the project area will be reviewed.

#### 4.8: Prepare CEQA Statutory Exemption

Under the California Environmental Quality Act (CEQA), the grade separation project would qualify for a Statutory Exemption (SE) under CEQA Guidelines Section 15282(g) and Public Resources Code 21080.13. As such LSA will perform the necessary fill out the Caltrans CE form to describe the project and indicate that it is exempt by statute.

#### 4.9: Prepare NEPA Categorical Exclusion

For processing NEPA, LSA will prepare a CE determination form for approval by Caltrans. A summary document (two to three pages) of the environmental issues and project findings will be prepared to attach to the CE. The completed form will be submitted to Caltrans with copies of the final technical studies (as noted under Task 3) to support the findings of the CE.

#### **4.10: Historical Resources Evaluation Report (HRER)**

If required by Caltrans, LSA will prepare a Historical Resources Evaluation Report for the project to comply with NEPA requirements.

#### **4.11: Paleontological Identification Report**

If required by Caltrans, LSA will prepare a Paleontological Report for the project to comply with NEPA requirements.

### **Phase II. Final Design & Preparation of Plans, Specifications & Estimate (PS&E)**

#### **Task 5. Right of Way Engineering**

##### **5.1: Prepare Preliminary Acquisition Estimates**

The right-of-way estimates will be prepared by Sierra West Valuation, Inc. and will conform to the requirements described in the Caltrans Manual Chapter 4.

##### **5.2: Right of Way Data Sheets & Evaluation**

Right-of-way Data Sheets and accompanying right-of-way estimates will be prepared.

##### **5.3: Appraisal Services (7 parcels assumed)**

Appraisal services include sub-contracting with Sierra West Valuation to perform appraisal services as described below. The reports will be prepared in conformance with and subject to the requirements of the Uniform Standards of Professional Practice (USPAP) of the Appraisal Foundation.

##### **5.4: Appraisal Review (7 parcels assumed)**

Appraisal review services include sub-contracting with Henry Spoto to perform the appraisal review services described below. The reports will be reviewed in conformance with and subject to the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP).

##### **5.5: Acquisition/Negotiation Process (7 parcels assumed)**

Interwest's licensed agents will negotiate to acquire all interests that are identified and required for the project. Interests to be acquired or cleared include but may not be limited to: fee, permanent, and temporary construction easement.

#### **Task 6. UPRR/CPUC & Utility Coordination**

MTCO will coordinate with UPRR and the City to facilitate the creation of a Construction & Maintenance Agreement for the new grade separation. MTCO will also coordinate with the CPUC and the City to facilitate the approval of the GO-88B grade separation crossing application.



MTCO will be responsible for utility coordination throughout the project development. This will follow the "A, B, C" Utility Process.

#### **Task 7.        Project Plans Specifications & Estimates (PS&E)**

Preparation of Plans, Specifications, and Estimate: Roadway plans will be prepared at the 65%, 95% and 100% stages, along with a final set with the plans plotted on mylar for advertisement and the City archives. The PS&E will include the following plan sheets:

Description	Scale	# sheets
Title Sheet	N/A	1
General Notes	N/A	1
Project Control	1"=50'	1
Typical Section(s)	N/A	3
Roadway Details	Varies	9
Layouts	1"=20'	4
Profiles	Varies	5
Water Pollution Control Plans	1"=20'	7
Drainage Plans, Profiles, & Details	Varies	13
Stage Construction/Traffic Control	Varies	17
Signing and Striping	1"=40'	4
Traffic Signal & Lighting Plan	Varies	7
Structures Plans	Varies	22
Totals		94

##### **7.1:        Structures Design**

MTCO will prepare structure plans based upon the approved General Plan. The structure will be designed using Load and Resistance Factor Design following AASHTO LRFD Bridge Design Specifications. Other references that MTCO will follow are Caltrans Division of Structures Bridge Memo to Designers, Bridge Design Aids, Bridge Design Details and BNSF-UPRR Guidelines for Railroad Grade Separation Projects.

##### **7.2:        Structure Independent Check**

Upon completion of the 65% Structures Submittal, APEX will commence the structures independent check. All discrepancies between the designer and independent checker will be resolved prior to the 95% Submittal.

##### **7.3:        Special Provisions**

MTCO will prepare Special Provisions for the project. The special provisions will be a combination of Caltrans general provisions and the City's technical provisions. The special provisions will be submitted at the 95% and the 100% plan reviews.

#### **7.4: Estimates**

MTCO will prepare preliminary construction cost estimates and submit them with each plan submittal. MTCO will also prepare preliminary costs for up to three alternatives during the preliminary design phase.

#### **Task 8. Public Outreach**

Judith Buethe Communications (JBC) will prepare a public outreach plan that will engage local stakeholders and the community and solicit input on the proposed grade separation project. JBC will prepare for and lead two public meetings as part of the environmental process and an additional public meeting prior to construction. JBC will also prepare up to three (3) newsletters and three (3) media releases. A project website and phone hotline will be established by JBC to communicate the project's progress and solicit feedback throughout the project.

### **Phase III. Bidding Assistance and Construction Support**

#### **Task 9. Bidding Assistance**

MTCO and subconsultants will provide assistance, as required, to the City during bidding of the project. An allowance has been provided for Bidding Assistance and will be charged on a time and materials basis.

#### **Task 10. Construction Support**

MTCO and subconsultants will provide assistance, as required, to the City during construction of the project. An allowance has been provided for Construction Support and will be charged on a time and materials basis.

#### **Task 11. Record Drawings**

MTCO and subconsultants will provide Record Drawings to the City after construction is complete.



TASK		PIC	PM	Sr. Project Engineer	Sr. Design Eng.	Struct PIC	Struct PM	Struct PE	Struct DE	CADD Tech	Admin	Total Hours	MTCo Total	LSA	Dowling & Associates	Baumbach & Piazza	Neil Anderson	Interwest	Fehr & Peers	West Yost	Buethe	Apex Civil Engineering	Subconsultant Subtotal	TOTAL COST
		\$220.00	\$199.00	\$140.38	\$101.07	\$220.00	\$134.76	\$140.38	\$89.84	\$72.63	\$42.11													
PHASE I – PRELIMINARY ENGINEERING & ENVIRONMENTAL REVIEW																								
Task 1 Project Management/Meetings/Agency&Subconsultant Coordination/Funding Support																								
1.1	Project Development Team (PDT) Meetings (18)	20	36	54			16	8				134	\$22,424	\$3,050				\$1,500	\$1,760				\$6,310	\$28,734
1.2	Client / Subconsultant Project Management	16	120	100			16					252	\$43,594	\$3,100									\$3,100	\$46,694
1.3	Agency Coordination		120	100			40					260	\$43,308										\$0	\$43,308
1.4	Funding Support		24	32							8	64	\$9,605										\$0	\$9,605
1.5	Prepare / Update Project Schedules (18)		18									18	\$3,582										\$0	\$3,582
1.6	Monthly Progress Reports (18)		36				5					41	\$7,838										\$0	\$7,838
1.7	Quality Assurance / Quality Control	40	24	16		10	10					100	\$19,370										\$0	\$19,370
Subtotal Task 1		76	378	302	0	10	87	8	0	0	8	869	\$149,721	\$6,150	\$0	\$0	\$0	\$1,500	\$1,760	\$0	\$0	\$0	\$9,410	\$159,131
Task 2 Data Collection																								
2.1	Survey Basemapping											0	\$0			\$62,970							\$62,970	\$62,970
2.2	Geotechnical Investigation/Report				4		4	8				16	\$2,066				\$39,278						\$39,278	\$41,344
Subtotal Task 2		0	0	0	4	0	4	8	0	0	0	16	\$2,066	\$0	\$0	\$62,970	\$39,278	\$0	\$0	\$0	\$0	\$0	\$102,248	\$104,314
Task 3 Preliminary Engineering																								
3.1	Alternatives Analysis	16	60	140	180		8			64		468	\$59,032										\$0	\$59,032
3.2	Geometric Approval Drawings	8	8	40	120					40		216	\$24,001										\$0	\$24,001
3.3	Structure General Plan		2	4			8	16	40	40		110	\$10,782										\$0	\$10,782
3.4	Traffic Analysis		4	4								8	\$1,358		\$52,190								\$52,190	\$53,548
3.5	Drainage Analysis		4	8								12	\$1,919							\$50,630			\$50,630	\$52,549
Subtotal Task 3		24	78	196	300	0	16	16	40	144	0	814	\$97,092	\$0	\$52,190	\$0	\$0	\$0	\$0	\$50,630	\$0	\$0	\$102,820	\$199,912
Task 4 Environmental Document																								
4.1	Preliminary Environmental Study (PES) Form		4									4	\$796	\$7,270									\$7,270	\$8,066
4.2	Technical Studies: Biology		4		8							12	\$1,605	\$15,320									\$15,320	\$16,925
4.3	Technical Studies: Cultural Resources		4		8							12	\$1,605	\$10,105									\$10,105	\$11,710
4.4	Farmland Impact Assessment Report		4	8								12	\$1,605	\$9,022									\$9,022	\$10,627
4.5	Visual Resource (Aesthetics) Memorandum		4	16								20	\$2,413	\$8,895									\$8,895	\$11,308
4.6	Air Quality Study				8							8	\$809	\$12,590									\$12,590	\$13,399
4.7	Noise Study				8							8	\$809	\$19,200									\$19,200	\$20,009
4.8	Prepare CEQA MND	2	4	16								22	\$2,853	\$15,510									\$15,510	\$18,363
4.9	Prepare NEPA Categorical Exclusion	2	4	16								22	\$2,853	\$1,905									\$1,905	\$4,758
4.10	Historical Resources Evaluation Report (HRER)											0	\$0	\$7,967									\$7,967	\$7,967
4.11	Paleontological Identification Report/Paleontological Evaluation											0	\$0	\$14,162									\$14,162	\$14,162
Subtotal Task 4		4	28	0	88	0	0	0	0	0	0	120	\$15,346	\$121,946	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$121,946	\$137,292
PHASE II – FINAL DESIGN & PREPARATION OF PLANS SPECIFICATIONS & ESTIMATE (PS&E)																								
Task 5 Right of Way Engineering																								
5.1	Prepare Preliminary Acquisition Estimates			4								4	\$562					\$7,000					\$7,000	\$7,562
5.2	Right of Way Data Sheets & Evaluation			4								4	\$562					\$3,948					\$3,948	\$4,510
5.3	Appraisal Services											0	\$0					\$30,080					\$30,080	\$30,080
5.4	Appraisal Review											0	\$0					\$10,888					\$10,888	\$10,888
5.5	Acquisition/Negotiation Process		56	40								96	\$16,759					\$34,830					\$34,830	\$51,589
Subtotal Task 5		0	56	48	0	0	0	0	0	0	0	104	\$17,882	\$0	\$0	\$0	\$0	\$86,746	\$0	\$0	\$0	\$0	\$86,746	\$104,628
Task 6 UPRR /CPUC & Utility Coordination																								
6.1	UPRR C&M Agreement		32	32	40							104	\$14,903										\$0	\$14,903
6.2	CPUC Processing		16	16	40							72	\$9,473										\$0	\$9,473
6.3	Utility Coordination		40	80	160					40		320	\$38,267										\$0	\$38,267
Subtotal Task 7		0	88	128	240	0	0	0	0	40	0	496	\$62,643	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$62,643
Task 7 Project Plans, Specifications & Estimates (PS&E)																								
7.1	65% Plans	16	60	320	320	4	48	160	100	300		1328	\$153,306						\$13,000				\$13,000	\$166,306
7.2	Independent Check						5	10	10			25	\$2,976									\$47,013	\$47,013	\$49,989
7.3	95% Plans	16	80	240	200	10	20	60	120	220		966	\$113,423						\$6,024				\$6,024	\$119,447
7.4	100% Plans	8	48	120	160	10	20	40	80	160		646	\$73,647						\$3,175				\$3,175	\$76,822
7.5	Bid Set Plans	8	24	80	160		10	40	75	120		517	\$56,354						\$2,000				\$2,000	\$58,354
7.6	Special Provisions	8	40	80								128	\$20,950						\$2,095				\$2,095	\$23,045
7.7	Cross Sections		2	16	160					160		338	\$30,436										\$0	\$30,436
7.8	Estimates	4	20	24	120	5	20	20	80	80		373	\$39,958						\$1,310				\$1,310	\$41,268
7.9	Survey/R.E. File			8	40					16	4	68	\$6,496										\$0	\$6,496
Subtotal Task 8		60	274	888	1160	29	123	330	465	1056	4	4389	\$497,547	\$0	\$0	\$0	\$0	\$0	\$27,604	\$0	\$0	\$47,013	\$74,617	\$572,164
Task 8 Public Outreach																								
4	8.1 Public Outreach	4	24	24	24							76	\$11,451									\$41,804	\$41,804	\$53,255
Subtotal Task 9		4	24	24	24	0	0	0	0	0	0	76	\$11,451	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$41,804	\$0	\$41,804	\$53,255



TASK		PIC	PM	Sr. Project Engineer	Sr. Design Eng.	Struct PIC	Struct PM	Struct PE	Struct DE	CADD Tech	Admin	Total Hours	MTCo Total	LSA	Dowling & Associates	Baumbach & Piazza	Neil Anderson	Interwest	Fehr & Peers	West Yost	Buethe	Apex Civil Engineering	Subconsultant Subtotal	TOTAL COST	
		\$220.00	\$199.00	\$140.38	\$101.07	\$220.00	\$134.76	\$140.38	\$89.84	\$72.63	\$42.11														
PHASE III - BIDDING ASSISTANCE AND CONSTRUCTION SUPPORT																									
Task 9 Bidding Assistance																									
9.1 Bidding Assistance			2	8	20		2	4	4			40	\$4,733						\$690					\$690	\$5,423
Subtotal Task 9		0	2	8	20	0	2	4	4	0	0	40	\$4,733	\$0	\$0	\$0	\$0	\$0	\$690	\$0	\$0	\$0	\$0	\$690	\$5,423
Task 10 Construction Support																									
10.1 Construction Support		8	16	60	60							144	\$19,431						\$2,315					\$2,315	\$21,746
Subtotal Task 10		8	16	60	60	0	0	0	0	0	0	120	\$19,431	\$0	\$0	\$0	\$0	\$0	\$2,315	\$0	\$0	\$0	\$0	\$2,315	\$21,746
Task 11 Record Drawings																									
11.1 Record Drawings			4	16	40					40		100	\$9,990						\$650					\$650	\$10,640
Subtotal Task 11		0	4	16	40	0	0	0	0	40	0	96	\$9,990	\$0	\$0	\$0	\$0	\$0	\$650	\$0	\$0	\$0	\$0	\$650	\$10,640
SUBTOTAL HOURS		176	948	1670	1936	39	232	366	509	1280	421	7140	\$887,902	\$128,096	\$52,190	\$62,970	\$39,278	\$88,246	\$33,019	\$50,630	\$41,804	\$52,645	\$543,246		
Reimbursables													35000	\$2,325	\$200		\$9,558	\$4,025	\$530	\$430	\$16,905	\$200	\$34,173	\$69,173	
Subconsultant Markup (5%)														\$ 6,521	\$ 2,620	\$ 3,149	\$ 2,442	\$ 4,614	\$ 1,677	\$ 2,553	\$ 2,935	\$ 2,642	\$ 28,871	\$ 29,159	
Totals													\$922,902	5136,942	555,010	\$66,119	\$51,278	\$96,885	\$35,226	\$53,613	\$61,644	\$55,487	\$606,290	\$1,529,473	



## EXHIBIT C

Insurance Reauiurements for Contractor The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

- |   |  |
|---|--|
| 1. <u>COMPREHENSIVE GENERAL LIABILITY</u> | 2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u> |
| \$1,000,000 Ea. Occurrence                | \$1,000,000 Bodily Injury - Ea. Person       |
|   | \$1,000,000 Bodily Injury - Ea. Occurrence   |
| \$1,000,000 Aggregate                     | \$1,000,000 Property Damage - Ea. Occurrence |
| i. <u>PROFESSIONAL LIABILITY</u>          |  |
| \$1,000,000 Ea. Occurrence                |  |

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

NOTE: (1) The street address of the CITY OF LODI must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

- (a) Additional Named Insured Endorsement  
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.  
  
(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) Primary Insurance Endorsement  
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) Severability of Interest Clause  
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (d) Notice of Cancellation or Chanae in Coveraae Endorsement  
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240. A Waiver of Subrogation against the City of Lodi is required.

NOTE: No contract agreement will be signed nor will any work begin on a project until the proper insurance certificate is received by the City.

1. AA# \_\_\_\_\_  
2. JV# \_\_\_\_\_

**CITY OF LODI**  
**APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division  
3. FROM: Rebecca Areida-Yadav 5. DATE: 09/21/2011  
4. DEPARTMENT/DIVISION: PublicWorks

**6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW**

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	3311		5569	Regional State Transportation Program Funds	\$ 1,630,737.00
B. USE OF FINANCING	331	331022	7720	Harney Lane Grade Separation	\$ 1,630,737.00

**7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET**

Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.

Professional services agreement for Harney Lane Grade Separation design project with Mark Thomas & Co.

If Council has authorized the appropriation adjustment, complete the following:

Meeting Date: 10/05/2011 Res No: \_\_\_\_\_ Attach copy of resolution to this form.

Department Head Signature: Wally Sanchez

**8. APPROVAL SIGNATURES**

Deputy City Manager/Internal Services Manager \_\_\_\_\_ Date \_\_\_\_\_

Submit completed form to the Budget Division with any required documentation.  
Final approval will be provided in electronic copy format.

RESOLUTION NO. 2011-149

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING CITY MANAGER TO EXECUTE  
PROFESSIONAL SERVICES AGREEMENT FOR  
HARNEY LANE GRADE SEPARATION DESIGN  
PROJECT AND FURTHER APPROPRIATING FUNDS

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WHEREAS, a request for proposals for the Harney Lane Grade Separation Design Project was distributed and on September 16, 2011, proposals were received from four companies: Mark Thomas & Company, Inc.; Jacobs Engineering Group; Dokken Engineering; and AECOM Technical Services, Inc.; and

WHEREAS, staff recommends authorizing the City Manager to execute the Professional Services Agreement for the Harney Lane Grade Separation Project with Mark Thomas & Company, Inc., in the amount of \$1,529,473 and appropriating funds in the amount of \$1,630,737 to cover contingencies.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the Professional Services Agreement for the Harney Lane Grade Separation Project to Mark Thomas & Company, Inc., of Sacramento, California, in the amount of \$1,529,473; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute the Professional Services Agreement; and

BE IT FURTHER RESOLVED that funds in the amount of \$1,630,737 be appropriated from Regional State Transportation Program funds for this project.

Dated: October 5, 2011

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I hereby certify that Resolution No. 2011-149 was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 5, 2011, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Katzakian, Mounce, Nakanishi,  
and Mayor Johnson

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None

  
RANDI JOHL  
City Clerk